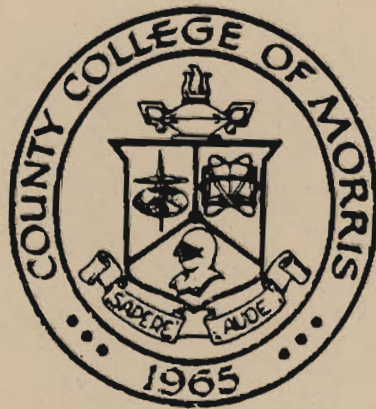


Contract no. 1216



Contract Between
County College of Morris
and
Faculty Association of the
County College of Morris, Inc.

August 30, 1990-August 27, 1992

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PREAMBLE

THIS AGREEMENT entered into this 17th day of October 1990

BETWEEN

COUNTY COLLEGE OF MORRIS, in the County of Morris, New Jersey;
(hereinafter called the "College"); and

FACULTY ASSOCIATION OF THE COUNTY COLLEGE OF MORRIS, INC.,
affiliated with the New Jersey Education Association; (hereinafter
called the "Association").

ARTICLE I

RECOGNITION

The Board of Trustees of the County College of Morris recognizes the Faculty Association of the County College of Morris, Inc., affiliated with the New Jersey Education Association, as the exclusive representative for collective negotiations of the terms and conditions of employment of all employees included in the certified collective negotiating unit by the Public Employment Relations Commission of the State of New Jersey, which certification bearing Docket RO-857 is attached to this Agreement and made a part hereof. The position of "full-time lecturer" is included within the classification of full-time teaching faculty.

ARTICLE II

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the College is of paramount importance and that there should be no interference with such operation.

B. The Association agrees that neither the Association nor any person acting in its behalf will cause, authorize, engage in, sanction, nor will any of its members take part in, a strike against the County College of Morris, or the concerted failure to report for duty, or willful absence of a faculty member from his/her position, or refusal to perform his/her duties of employment as defined in this Agreement.

C. The Association further agrees that it will not cause, engage in, encourage or assist in any strike or similar action or conduct on the part of students of the College.

D. Nothing contained in this Agreement shall be construed to restrict or limit the College in its right to seek and obtain such judicial relief as it may be entitled to have under law.

ARTICLE III

APPOINTMENT, RETENTION AND DISMISSAL

A. Notice of reappointment or non-reappointment of non-tenured faculty members shall be provided to the faculty member in writing not later than May 31 of the academic year of service, except that during the academic year preceding the acquisition of tenure, informal notice of intent to reappoint shall be given by the Office of the Vice President of Academic Affairs by December 15. If subsequent to the December 15 informal notice the College is apprised of highly unusual circumstances which were not known to the College prior to December 15, in such event the College reserves the right between December 15 and May 31 to withdraw the December 15 notice of intent to reappoint subject to subparagraph E. Any non-tenured faculty member wishing to accept reappointment shall so advise the College in writing within thirty days of receipt of notice of reappointment. Failure to deliver written acceptance to the College within such thirty day period shall be deemed a refusal of reemployment. Any faculty member desiring to resign shall give sixty days advance written notice to the College.

B. When a faculty member is hired at mid-year, notice of reappointment or non-reappointment for the next academic year shall be provided to such faculty member in writing not later than May 31.

- C. The notice provided for in Sections A and B shall include:
1. The dates for which the appointment or reappointment is effective.
 2. The faculty member's title, academic rank and academic department.

ARTICLE III continued:

3. The faculty member's salary.

4. In the event of first appointment only, the number of years counted as credit for previous experience.

D. No faculty member shall be discharged, disciplined, reprimanded in writing or reduced in rank or compensation without just cause.

E. Any faculty member who receives formal written notification from the College of non-reappointment for the succeeding academic year may, within fifteen (15) days from receipt of such formal notification, deliver to the office of the President of the College a written request for reasons for such non-renewal. The President will provide such faculty member with a written statement of reasons within thirty (30) days of receipt of such request. The members of the Board of Trustees who constitute the Personnel Committee of the Board will provide an informal appearance before such committee to any non-renewed faculty member provided that a written request for such an appearance is received by the office of the College President within seven (7) days after the faculty member receives the requested statement of reasons for non-renewal. Failure to make timely request for statement of reasons for non-renewal shall be deemed a waiver of any right to an informal appearance. The Personnel Committee will schedule an appearance within twenty (20) days from receipt of the faculty member's request for such appearance. The informal appearance before a quorum of the Personnel Committee shall be private and closed to the public and shall not be an adversary hearing, but rather shall afford the faculty member an opportunity to convince the committee that the determination not to offer employment was incorrect. The committee shall give the faculty member at least five (5) days notice

ARTICLE III continued:

of the date and time of the appearance. A faculty member may be represented and counseled at such committee appearance by counsel, and by a representative of the Faculty Association or by one individual of his/her choice. The faculty member may present witnesses, but such witnesses, if any, shall not be sworn or cross-examined. Witnesses shall be called individually, and each excused after making his/her statement. Within five (5) days following the informal appearance, the Personnel Committee will notify the faculty member in writing whether the Committee will recommend that the Board of Trustees revise its determination not to offer reemployment. The Committee may delegate such notification to the President of the College.

The decision of the Board of Trustees not to reappoint a non-tenured faculty member for the succeeding academic year shall not be grievable. Similarly, the determination of the Personnel Committee following an informal appearance shall not be grievable.

F. When a complaint is received by the Administration from a student or other party against a faculty member, the concerned member shall be advised of the substance of the complaint within a period of time consistent with the best interests of the faculty member and the complaining party and not later than thirty (30) days after the last day of the end of the semester in which the complaint was issued, if permitted by law.

ARTICLE IV

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Conduct of Association Business

The Association shall be permitted to transact Association business on campus provided that it shall in no way interfere with the College operations or the scheduled duties and/or working hours of faculty members or other employees. The Association shall be entitled to the use of appropriate space on campus. The College shall designate the space available to the Association provided that the space is requested and approved in accordance with the room reservation policies and procedures which the College has established or may hereafter establish, and provided further that such meetings shall not interfere with College operations, College-initiated activities, or scheduled duties and working hours of faculty members or other employees.

The Association may request, at least two weeks in advance, through the Dean of Academic Services a time and place on campus to hold Association general membership meetings once each semester.

B. Bulletin Boards

The Association shall have the right to request installation and use of one (1) bulletin board, approximately four (4) feet square (4' x 4') in a prominent location in each College-owned building. The exact location of such bulletin board will be designated by the Dean of Academic Services. Such bulletin boards shall be used solely for the posting of notices and other materials relating to Association activities. The Association shall reimburse

ARTICLE IV continued:

the College for the cost and installation charges of each such bulletin board so requested. All materials posted shall relate to official business of the Association and shall be signed by an appropriate official of the Association. The Association shall advise the Dean of Academic Services in writing of the name of the person who is responsible during the term of this Agreement for the content and utilization of such bulletin boards.

C. Campus Mail and Telephones

The Association may make reasonable use of the mail and telephone systems which are internal to the College provided that such use is for official Association business.

D. Association Equipment, Supplies and Services

The Association shall supply at its own cost all material, equipment, stationery, personnel, services, and other supplies required for the administrative, financial or operational functions of the Association.

E. College Equipment

The Association with appropriate permission may on occasion make reasonable use of College equipment on campus provided such use is within the normal operational functions of the Association and provided further that such use does not impede any of the functions of the College. The Association shall share the cost of maintenance or repair incident to its use of such equipment. The use of such equipment by the Association may be suspended by action of the Board of Trustees during the lifetime of this Agreement and such action by the Board of Trustees, if any, shall not be grievable.

F. Association Office

The College shall assign an office in one of the Academic Science buildings or the Library Learning Resources Center for the official and

ARTICLE IV continued:

exclusive use of the Association. The Association office may, at the option of the Association President, also be the regularly assigned faculty office of the person who is the President of the Association. The office will be standardly furnished with a desk and chair, side chair, file cabinet and wall-mounted book shelves. The Association may install other equipment and office furniture at its own expense, provided same are not hazardous and do not cause damage to the College personnel or College facilities. The Association will adhere to the rules and regulations pertaining to the use of the office including access for maintenance, safety and security.

G. Committee Structure

The Association will provide the President of the College, a list of Association members who will serve as voting members of each standing committee of the President's College Council. There will be one Association member per committee. The Association will also have the right to have one non-voting member present at meetings of the President's College Council, Faculty Sabbatical Leave Committee, and the Faculty Promotion Procedure Committee. The Association will provide the President of the College with a list of the above representatives by October 1 of each year. The President of the College shall be free to determine the composition of the College Council and the composition of the balance of the standing committees of the College Council. Nothing contained herein shall limit the number, functions, or duties of the standing committees. The Association representatives to such standing committees shall serve at the pleasure of the President of the College, and the President's actions of appointment and replacement in this regard shall not be subject to grievance procedures.

ARTICLE IV continued:

H. Minutes of Board of Trustees Meetings

Within a reasonable time after minutes of special public meetings of the Board of Trustees have been approved, one (1) copy of such minutes shall be forwarded to the President of the Association.

I. Fall Orientation and College Hours

The length and scheduling of fall orientation and College Hours shall be established solely by the College.

J. Negotiation and Grievances Without Prejudice

When representatives of the Association are mutually scheduled by the Association and the College to participate during working hours in negotiations or grievance proceedings related to Association matters, such representative so scheduled shall suffer no loss in regular pay.

K. Association Responsibility for Contract Adherence

The Association shall be responsible for acquainting its members and those other faculty members it represents with the provisions of this Agreement.

L. Uniform Application of Contract

Any employment contract between the College and a faculty member shall be consistent with the terms and conditions of this Agreement.

M. Faculty Information

Within thirty (30) days of appointment of newly-hired faculty members, the College agrees to furnish the Association with the following information relative to such newly hired faculty:

1. Current salary,
2. Faculty rank,

ARTICLE IV continued:

3. Educational experience,
4. Professional experience.

N. Association President

The Association President may, during the academic year, take up to three days leave with pay to devote to Association affairs, which leave shall be in addition to the personal leave privileges set forth in Article XII E.

ARTICLE V

GRIEVANCE PROCEDURE

A. Purpose and General Procedure

1. The purpose of the procedure set forth in this Agreement is to secure, at the lowest level possible, equitable solutions to grievances of faculty members. Nothing contained in this Article shall preclude a faculty member or his/her supervisor from discussing matters with each other, and each shall be free to do so without recourse to the grievance procedure. The parties involved in grievance proceedings shall keep such proceedings informal and confidential at each level of such procedure.
2. Failure of an individual to proceed to the next level within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall bar further processing of the particular grievance.
3. Failure of the College or its representatives to respond at any step of the grievance procedure shall be deemed to be a negative response and, if the applicable grievance procedure so provides, the grievant may continue within the time limit specified to the next step of the procedure.
4. The time limits set forth in the procedure may be mutually extended in writing.
5. It shall be the practice of all parties to process grievances during times when they do not interfere with assigned duties.
6. No claim for back wages shall exceed the amount of wages which the individual would have earned at his/her regular rate. All back pay

ARTICLE V continued:

claims shall be limited to the amount of wages the individual would otherwise have earned from his/her regular employment.

7. Any aggrieved faculty member may present a grievance himself/herself at all stages of the grievance procedure, and may be represented or counseled by a person selected and approved by the Association. At all stages of the grievance procedure, the College may also be represented or counseled by individuals selected by the College. When a grievant elects to present his/her own grievance, the Association shall be supplied with a copy of the grievance petition and accompanying documents, if any, by the Office of the Dean of Academic Services within ten (10) days of the receipt of same by the Dean provided the grievance is moved at Step I and provided that the Association is not, itself, a grievant.

8. All conferences and hearings conducted under this grievance procedure shall be conducted in private and shall be limited to the parties in interest, their representative or counselor as permitted by this Article, and a witness during the course of his/her testimony. At Step II hearings on contractual grievances, proposed witnesses who are non-bargaining unit employees of the College shall be scheduled by the College during times which do not interfere with assigned duties, provided that the grievant can show to the satisfaction of the President or his/her designee reasonable grounds for believing that such witnesses have relevant testimony to offer.

9. "Days" referred to in this Article shall mean calendar days, including semester recesses, except that holidays established in the College calendar shall not be counted.

10. The period between July 1 and Labor Day shall not be counted as part of the time limits referred to below in Sections B and C.

ARTICLE V continued:

11. Whether a grievance has been presented under the correct grievance procedure shall be determined by the grievance definition set forth in each procedure, which definition shall govern and limit the scope of contractual, non-contractual and statutory-regulatory grievances.

B. Contractual Grievance

1. Definition

A contractual grievance is an alleged misinterpretation, misapplication or violation of the express terms of this Agreement, but shall not include:

- (a) Those matters which under the law or terms of this Agreement are not grievable; or
- (b) Those matters which fall within the definition of "non-contractual or statutory-regulatory grievances" in Section C(1) of this Article.

2. Step I

Within thirty (30) days after the occurrence of the event which gave rise to a contractual grievance, or within thirty (30) days after the grievant should reasonably have known of such event, the grievant shall formally submit to the Vice President of Academic Affairs a Statement of Grievance or Appeal on the form attached to this Agreement and made part hereof. Informal discussions during this time of the subject of the grievance with the Divisional Dean are recommended, as provided in Section A of this Article. Within three (3) days of his/her receipt of a contractual grievance, the Vice President of Academic Affairs shall refer the grievance to the appropriate Vice President or Dean having supervision of the area which is the subject matter of the grievance and

ARTICLE V continued:

such referral of the grievance by the Vice President of Academic Affairs shall not be grievable. Within twenty (20) days after receipt or referral of the Statement of Grievance or Appeal by the Vice President or Dean having supervision of the area which is the subject matter of the grievance, the appropriate Vice President or Dean or his/her designee shall render a written report of the disposition of the grievance to the grievant. Without extending the twenty day period, the Vice President or Dean to whom the grievance is assigned may, during such time, require one informal conference between an individual grievant and his/her Divisional Dean with the object of resolving the grievance informally.

3. Step II

In the event the grievant is not satisfied with the disposition of the contractual grievance at Step I, he/she may, within ten (10) days after receipt of the report and disposition at Step I, file with the President of the College a written Statement of Grievance or Appeal on the form attached. The Statement of Appeal shall be accompanied by a copy of the decision at Step I.

4. Grievance Hearing

The President or his/her designee shall conduct a closed hearing of the contractual grievance appeal. The hearing shall not be limited by strict rules of evidence. All documents submitted shall be marked in evidence. The hearing shall be concluded and the President of the College shall render his/her report and decision on the contractual grievance appeal within thirty (30) days from his/her receipt of the Statement of Grievance or Appeal. Copies of the President's decision shall be given to the grievant who filed the appeal and to the Association.

ARTICLE V continued:

5. Step III

If the aggrieved party is not satisfied with the disposition of the contractual grievance by the President, or if no disposition is made by the President within thirty (30) days from his receipt of the Statement of Grievance or Appeal, the aggrieved party, if it is not the Faculty Association, may request in writing that the Faculty Association submit the contractual grievance to arbitration. If the Faculty Association then finds that the contractual grievance is meritorious, it may submit the contractual grievance to arbitration within twenty (20) days from receipt by the Association of the President's disposition, if any, or within twenty (20) days from expiration of the President's time for disposition, whichever is sooner.

6. Step IV--Arbitration

(a) A list of arbitrators shall be requested from the Public Employment Relations Commission in accordance with its Rules and Procedures for the selection of an arbitrator.

(b) The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or which violates the terms of this Agreement, nor shall he/she have any authority to add to, subtract from, or in any way modify the terms of the Agreement. The arbitrator shall also be bound by the laws of the State of New Jersey and of the United States and decisions of the Chancellor of Higher Education and the State Board of Higher Education. The arbitrator shall not issue any monetary award which shall pre-date the occurrence of the event which gave rise to the grievance, or the date on which the grievant should

ARTICLE V continued:

reasonably have had knowledge of such event. The decision of the arbitrator shall be submitted to the Board and the Association and for contractual grievances only, such decision shall be binding on the College, on the grievant(s) and on the Faculty Association.

(c) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Faculty Association. Any other expenses incurred shall be paid by the party incurring the expenses.

C. Non-Contractual and Statutory-Regulatory Grievances

1. Definitions

A non-contractual grievance is an alleged misinterpretation, misapplication or violation of the policies or administrative decisions of the College which affect the terms and conditions of the grievant's employment, except that non-contractual grievances shall not include matters which under law are inherent managerial prerogatives or matters which under the terms of this agreement are not grievable. A statutory-regulatory grievance is an alleged misinterpretation, misapplication or violation of any New Jersey statute, or of any administrative rule, regulation or order of the Chancellor or Board of Higher Education, or other state or federal administrative agency affecting the terms and conditions of employment; including specifically any statute or administrative rule or regulation expressly or impliedly incorporated in this Agreement.

2. Step I

Should a faculty member feel aggrieved over a subject matter which is within the definition of a non-contractual or statutory-regulatory

ARTICLE V continued:

grievance, such faculty member shall discuss the grievance informally with his/her immediate supervisor within twenty (20) days after the occurrence with the objective of resolving the matter informally.

3. Step II

If within fifteen (15) days following the initial Step I discussion, the non-contractual or statutory-regulatory grievance has not been resolved to the satisfaction of the faculty member, he/she may formally submit to the Vice President of Academic Affairs a signed written Statement of Grievance or Appeal outlining the pertinent facts and argument, including any relevant statute, rule, regulation or order, and the relief requested of the College to rectify the situation. The Vice President of Academic Affairs or his/her designee will review the facts as presented and make any further inquiry deemed necessary before making a decision concerning the grievance. The Vice President of Academic Affairs or his/her designee shall render a written disposition of the non-contractual or statutory-regulatory grievance to the grievant within twenty (20) days from receipt of the grievance.

4. Step III

In the event the grievant is not satisfied with the disposition of the non-contractual or statutory-regulatory grievance at Step II, he/she may, within fifteen (15) days after receipt of the disposition at Step II, file a written appeal with the President of the College, requesting the President to review the decision rendered at Step II. Upon receipt of the appeal, the President or his/her designee shall make such further inquiry as he/she deems necessary, and the President shall deliver a copy of his/her decision on such appeal to the grievant and the Association within twenty (20) days from receipt of the grievance.

ARTICLE V continued

5. Step IV

If the aggrieved person is not satisfied with the disposition of his/her grievance by the President of the College, the grievant may request that the Association submit his/her grievance to advisory arbitration, providing that no other proceeding, petition or appeal has been initiated by the grievant or the Association, arising out of the same factual circumstances or seeking similar relief. If the Association desires to submit the grievance to arbitration, it must, within twenty (20) days after receipt by the Association of the Step III decision of the President of the College, submit such grievance to the Public Employment Relations Commission in accordance with the rules and regulations of such organization. The arbitrator's decision shall be advisory and shall not be binding on either party. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusion of the issue submitted. The costs of arbitration, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, and the cost of a hearing room shall be borne equally by the the College and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Election of Remedies

The filing of a non-contractual or statutory-regulatory grievance with the Vice President of Academic Affairs shall be deemed an acknowledgment by the grievant that the subject matter appealed is beyond the definition of "contractual grievance" as set forth in Section B(1) of this Article. If the grievant or Association initiates a proceeding or appeal arising out of the same factual circumstances or seeking similar relief before any administrative agency or judicial authority to which jurisdiction of the

ARTICLE V continued:

subject matter has been conferred by law, the pending grievance proceeding shall be stayed until such administrative agency or judicial authority renders a final determination or remands the matter for continuation of the grievance proceeding. Nothing contained herein shall limit the right of the grievant or the Association to take a judicial appeal or initiate administrative proceedings after the grievance proceeding has been concluded.

E. Group Grievance

If in the judgment of the Association a grievance affects a group or class of faculty members, the Association may, within the applicable time period, file either a contractual, non-contractual or statutory-regulatory grievance under the appropriate procedure in this Article, subject to the limitations of paragraph D of this Article.

F. Withdrawal of Grievance

A grievance may be withdrawn at any time and at any Step in the procedure and, in the event of such withdrawal, the grievance shall not be continued.

ARTICLE VI

PROMOTIONS

A. On or before October 15 of each academic year, the President of the Association shall conduct an election of faculty members in each Division to serve as the Faculty Promotion Procedure Committee (FPPC). The committee shall consist of 2 members from each division who will serve for 2 years alternatively with another member from the same division. In the first year, 1 member in each division shall be elected to serve for 1 year and 1 member shall be elected to serve for 2 years. Thereafter, 1 new member shall be elected in each division every year. The Association President shall forward the names of faculty serving on the FPPC to the Vice President of Academic Affairs not later than October 15. The FPPC shall be a special committee of the college, but shall not be considered a standing committee of the President's College Council. The FPPC shall elect its own chair, establish its own rules and priorities, and shall request pertinent information from the Association and the applicants for promotion so that it can make recommendations to the Divisional Deans and the Vice President of Academic Affairs not later than March 1.

B. All non-tenured faculty appointed as instructors will receive a promotion to the rank of assistant professor concurrent with the date tenure is obtained.

C. A faculty member who has been continuously employed at the College in the academic rank of either assistant professor or associate professor for at least 5 years and who meets the minimum requirements for promotion specified below, may file a three-part application for promotion to the next higher rank.

ARTICLE VI continued:

Such application shall be submitted not later than November 1 to the faculty member's chairperson and then to the Faculty Promotion Procedure Committee. The faculty member shall retain the third copy of the form.

D. The President shall consider the aforesaid recommendations and forward his/her own recommendation to the Board in sufficient time for the Board to act upon the recommendation at its April meeting. The President shall at the same time advise the Vice President of Academic Affairs and the Committee of his/her recommendations. A tenured faculty member whose application for promotion in rank was not acted on by the Board of Trustees at their April meeting may contact his/her Department Chairperson specifically regarding at what level in the process the application did not receive an endorsement.

E. It is understood that responsibility for action on the President's recommendations for promotion rests with the Board of Trustees of the College. Decisions of the Board regarding promotion shall be final and not grievable, except as to the procedures specified in this Article.

F. Standards for Academic Rank

1. Instructor: Basic Qualifications

(a) No person holding the Master's Degree will be hired at a lower rank than Instructor, provisions of Article XV (E) notwithstanding.

(b) Master's Degree with either one year of teaching experience on the collegiate level or related professional experience; or

(c) Bachelor's Degree with three years of related professional experience, including at least one year of college level teaching.

ARTICLE VI continued:

2. Assistant Professor: Basic Qualifications

(a) Master's Degree with five years of related professional experience, including at least three years of college level teaching; or

(b) Doctorate with three years of related professional experience, including one year of college level teaching.

3. Associate Professor: Basic Qualifications

(a) Doctorate with either six years of college level teaching or related professional experience; or

(b) Master's Degree with either eight years of college level teaching or related professional experience.

4. Professor: Basic Qualifications

(a) Doctorate with either eight years of college level teaching or related professional experience; or

(b) Master's Degree with either ten years of college level teaching or related professional experience.

G. Guidelines for Computing Relevant Professional Experience for Promotion in rank:

1. Where appropriate, one (1) year of college level experience shall be credited for every two (2) years of the following relevant experience:

(a) Full time high school or elementary school teaching

(b) Business, commercial or government employment

(c) Part time college teaching, including work as a graduate assistant.

2. Credit for military service shall be computed in accordance with N.J.S.A. 18A:29-11.

Equivalent credits shall not be computed or recognized for promotion in rank where a degree is specified.

ARTICLE VII

EVALUATION

A. Purpose

The purpose of the faculty evaluation is to develop the teaching potentials of all faculty members and to provide reasonable academic criteria for granting promotion, reappointment and tenure.

B. Frequency

1. All non-tenured faculty members shall be formally evaluated pursuant to this Article at least once annually during the first four (4) years of their employment, except that in the fifth (5th) year of employment the formal evaluation procedure provided for herein need not be complete prior to any informal notices as set forth in Article III.

2. Tenured faculty shall be formally evaluated pursuant to this procedure at least once every five (5) years after the year in which tenure was conferred.

3. The College reserves the right in all cases to evaluate faculty members more frequently than set forth in subsections (1) and (2) above. Before any such evaluation, the faculty member may confer with his or her Chairperson regarding such evaluation to learn the reason for it.

4. The faculty members must be given not less than 48 hours advance notice of the approximate time during which classroom visits will take place in connection with the administrative portion of the evaluation.

5. In all cases of evaluation other than the formal evaluation set forth herein, the College, in its discretion, may complete any or all portions of the evaluation procedure.

ARTICLE VII continued:

C. Elements of Formal Evaluation Procedure

The formal evaluation procedure shall be fourfold:

1. The administrative evaluation.
2. The peer evaluation.
3. The self-evaluation.
4. The student evaluation.

All aspects of the formal evaluation procedure shall be considered.

D. Criteria

1. The peer evaluation shall address areas of faculty responsibility, including, but necessarily limited to:

Teaching Effectiveness:

Course Content:

Contributions to Department and the Institution:

Use of grants, release time, and other projects, if appropriate:

Community Service:

Scholarly Achievement: and Professional Growth.

2. The administration and self evaluation shall address each of the areas as stated in Section D.1 and other relevant professional issues which make for a complete and thorough evaluation.

E. Administrative Evaluation

1. The department chairperson's evaluation and the division dean's evaluation shall be part of the administrative evaluation.
2. Any written evaluation reports including any recommendation of the division dean shall be completed and presented for inspection to the

ARTICLE VII continued:

faculty member at the formal evaluation conference with the appropriate department chairperson. If a faculty member has applied for promotion, the chairperson evaluating such promotion request shall send to the faculty member an exact copy of the completed form of recommendation for promotion in rank prior to its being forwarded to the appropriate divisional dean. The division dean's recommendation regarding promotion requests shall also be forwarded to the faculty member when such recommendations are made.

3. The faculty member shall sign the final evaluation report, signifying that it has been read and reviewed in consultation with the department chairperson. With regard to the conclusion contained therein, such evaluation reports shall disclose the basis, such as, but not limited to, the time and duration of classroom visitations, scheduled conferences, development of syllabi, and use of appropriate available instructional materials upon which the evaluation rests. Administrative evaluations need only make specific suggestions for improvement of the faculty member's teaching effectiveness or career goals where appropriate.

4. At the formal evaluation conference with the department chairperson, the faculty member will be given a copy of the final administrative evaluation report.

5. If the College conducts a formal evaluation of a faculty member in addition to the chairperson's evaluation, the faculty member will be given a copy of any and all such reports.

6. All evaluation reports will be maintained in the faculty member's official personnel file, except for Student Opinion Reports which will be kept separately in accordance with Paragraph F of this Article.

ARTICLE VII continued:

F. Student Evaluation

1. The student evaluation of faculty shall be conducted through the Student Opinion Report attached to this agreement and made a part hereof, which shall be on carbonized or NCR paper, or through such other form as may be mutually agreed upon by the parties to this agreement. SORs will be administered during the 12th, 13th, and 14th week of the semester. SOR packets will be produced by the Office of the Dean of Academic Services. Each packet will include sufficient forms, labels, and instructions for the students in a given class. There will be packets for all sections, day, night, on- and off-campus. Faculty will distribute SORs in their classes during the 12th, 13th, or 14th week of the semester. To the extent possible, all sections should be evaluated (including evening, off-campus, etc.). The faculty member will read the note to the students in each class and provide sufficient time for the students to fill out the forms without disturbance. The completed SORs will be collected in each class by the faculty member teaching the class. The forms will not be separated. The faculty member will indicate the number of completed forms on the label on the front of the envelope, sign the label, place all forms (completed and blanks) into the envelope, and seal the envelope. The faculty member will return all completed and sealed packets to the Department Chairperson's office on the same day the forms were filled out. Evening sections will be turned in on the faculty person's next scheduled teaching day. The Office of the Dean of Academic Services will separate the forms and keep the original copy for processing. Copies for the instructor will be placed in a separate envelope with the faculty member's name on it and returned to the faculty member when the final grades for the semester are turned in to the Office of Academic Affairs.

ARTICLE VII continued:

2. Each faculty member evaluated by SOR's will also be provided with a copy of the summary computer printout of the responses received from his/her students within a reasonable time after the same is produced. The College will compile a computer printout for each department, and shall deliver a copy of such departmental printout to the Faculty Association. The original SOR forms shall not be part of the faculty member's personnel file, but shall be separately maintained by the College for a period of three years, after which the College may destroy same. Summary computer printouts shall be separately maintained by the College so long as the faculty member is employed by the College. Access to SOR's shall be limited to the Board of Trustees and College Administrators, or other persons directly involved in a proceeding initiated by a party to this agreement or by a faculty member. There shall be no limitation of access to, or use of, statistical analysis of SOR's which does not identify faculty members or students. The College reserves the right to determine and develop appropriate procedures to assure the authenticity of student evaluations of faculty which are not inconsistent with the provisions of this paragraph, and which do not direct the manner in which the faculty member teaches such class.

3. It is understood that SORs elicit anonymous student experience with teachers, courses, and the college in general. A student's experience does not constitute a professional evaluation of a teacher's knowledge of the subject or mode of instruction. SORs are not intended to be used in isolation of the other evaluation processes to formulate a performance appraisal. SORs are one component of a pluralistic evaluation process and should be utilized in combination with the other evaluation components.

ARTICLE VII continued:

G. Peer Evaluation

The peer evaluation shall be conducted by a colleague, tenured or non-tenured, exclusive of the department chairpersons, selected by the faculty member seeking evaluation. The evaluator shall prepare a written report based upon the criteria set forth in Section D. In addition, if appropriate, the evaluator shall make specific suggestions for the improvement of the faculty member's teaching effectiveness or career goals. Copies of the evaluator's report shall be forwarded to the department chairperson, the Promotion Procedure Committee, and the evaluated faculty member no later than February 1.

H. Self-evaluation

The self-evaluation will be presented in writing to the department chairperson and shall be based upon the criteria set forth in Section D. To be considered, the self-evaluation report must be submitted no later than February 1 of the academic year.

I. Faculty Response

A faculty member may append his/her pertinent written comments to any written evaluation reports generated from formal evaluations or other administrative evaluations made pursuant to sub-paragraph B (3) of this Article. A faculty member who exercises the right of response to his/her formal evaluation shall not be criticized, reproached or reprimanded for having exercised that right, nor shall having exercised it be considered detrimental in any evaluation of the faculty member. If that response contains statements which, in the opinion of the Vice President of Academic Affairs or his/her designee, exceed fair comment or derogate the chairperson, the Vice President of Academic Affairs or his/her designee may schedule a conference to

ARTICLE VII continued:

include the faculty member, the chairperson and representative of the Vice President of Academic Affairs to evaluate such statements. If as a result of such conference, the Vice President determines such statements to be unjustified, or if the faculty member declines to attend such a conference, such statements then may become subject to reply, criticism, reproach or reprimand. Record of the matter shall be included within the faculty member's official personnel file.

J. Non-Grievable

The substance, opinions, and conclusions of any evaluation report shall not be grievable, but evaluation reports may be introduced as evidence supporting allegations of violations of Articles XIX, XXI, or III (D) of this agreement. However, criticism set forth in evaluation reports shall not constitute a reprimand in writing under Article III (D).

ARTICLE VIII

PERSONNEL FILE

A. The College shall maintain one (1) official personnel file for each faculty member and shall make reasonable effort to keep the file accurate. Papers maintained by chairpersons or others shall not constitute the official file. Any evaluation documents placed in the personnel file shall not be modified, but may be supplemented providing same is also placed in the personnel file and the faculty member is so advised. Material relating to initial appointment solicited under conditions of confidentiality shall be excluded from the personnel file and shall not be used in actions subsequent to commencement of full-time employment.

B. Upon advance request a faculty member may personally examine his/her file during College business hours. At the option of such faculty member, one (1) representative of the Association may also be present. A representative of the College must be present during such examination and because of limitations of College personnel, it may not be possible to immediately grant all requests for examination of personnel files.

C. A faculty member may obtain one (1) copy of any material in his/her personnel file. Further requests for copies will be filled at the cost of fifty cents per page. Requests for a copy of a Student Opinion Report will be honored without charge if the requesting party did not receive a clear copy at the time the Report was originally distributed, otherwise there will be a fifty cent charge per page.

D. A faculty member may have inserted into such personnel file his/her written response to any material considered derogatory. The faculty member may

ARTICLE VIII continued:

make request to the Office of Vice President of Academic Affairs to remove any material considered obsolete or otherwise inappropriate for retention. Such requests for removal of material may be granted or denied in the discretion of the appropriate administrator designated by the College to review such requests. The faculty member shall be advised of the decision.

E. Whenever anonymous or signed complaints are deemed worthy by the College administration of placement in a faculty member's personnel file, written notice of the placement of such material in the personnel file shall be given to such faculty member.

F. A faculty member shall be advised one (1) day in advance whenever information from his/her personnel file is given to a party not affiliated with the College, except if such information is required pursuant to a court order or a subpoena, notice will be given to the faculty member immediately upon compliance with such order or subpoena.

ARTICLE IX

ACADEMIC RIGHTS AND RESPONSIBILITIES

A. Normal Teaching Load

A full-time normal teaching load is defined as thirty (30) teaching load credit hours per academic year, including assignments in the Community and Professional Programs, of which not more than 18 1/2 may be required in any given semester. The college may require a full-time faculty member to teach as many as 33 1/2 credit hours in one academic year.

Overload is defined as teaching load credit hours in excess of thirty (30) per academic year. In the event that a faculty member is assigned eighteen (18) teaching load credit hours in the fall semester, then his/her normal load in the spring semester shall be twelve (12) teaching load credit hours. Such individual shall be given the right in the spring semester to teach an additional three (3) teaching load credit hours in his/her area of discipline in order to earn overload before any adjunct faculty is given the opportunity to teach such course. If a faculty member fails within twenty days from the issuance of such offer to accept the offer of three additional teaching load credit hours in the spring semester, the College may assign such three credit hours to the adjunct faculty.

Overload payments for teaching credits in excess of eighteen (18) for the fall semester will be made ratably, commencing with the fourth pay period of the fall semester. A faculty member may elect to receive reimbursement for overload credits in excess of 15 and up to 18 during the Fall Semester. The faculty member must make the above election in writing to the Office of the Dean of Academic Services no later than October 1. Payment of

ARTICLE IX continued:

this overload will be made prior to the beginning of the Spring Semester. If the Spring Semester teaching load for a faculty member electing overload payment does not confirm the overload paid, then the College will deduct the previously granted overload payment from the remaining balance of the faculty member's salary.

B. Work Year

1. A faculty member shall continue to be employed for a contract year, which in the first year of this contract shall be August 30, 1990 through June 21, 1991. In the second year of this contract the work year shall be defined as August 29, 1991 through June 19, 1992.

2. The number of hours in 1990-1991 is 1484. Hourly rate of pay is defined as:

$$\frac{\text{Yearly Base Salary}}{1484}$$

3. The number of hours in 1991-1992 is 1484. Hourly rate of pay is defined as:

$$\frac{\text{Yearly Base Salary}}{1484}$$

C. Laboratory Teaching Load

Laboratory-type teaching situations shall be equated on the basis of three (3) laboratory hours being equal to two (2) lecture hours, except that laboratories in Biology, Physics, Electronics Engineering Technology, Mechanical Engineering Technology, Agriculture Technology, Engineering, Chemistry and Surveying only, shall be equated on the basis of one (1) laboratory hour being equal to one (1) lecture hour, and laboratories in Dental Technology, Computer Information Systems, Science, Health/Physical

ARTICLE IX continued:

Education, and Nursing shall be equated on the basis of six (6) laboratory hours being equal to five (5) lecture hours, provided that with respect to any laboratory mentioned above equated at a ratio other than three for two, there are twelve (12) or more students enrolled in such laboratory section as of the tenth day of the semester (excluding Saturday and Sunday). If there are less than twelve (12) students enrolled as of the tenth day, such laboratory shall be equated on the basis of three (3) laboratory hours being equal to two (2) lecture hours. The stated condition of minimum student enrollments shall not apply to either Nursing or Medical Laboratory Technology courses in which enrollment is restricted by law, by contract with cooperating hospitals, or by the standards of the accrediting agencies.

D. Faculty Office Hours

Each faculty member shall officially schedule and be available a minimum of 180 minutes per week (Monday through Friday) as his/her office hours. These office hours shall be scheduled on not fewer than two days of each week. Of the officially scheduled minimum of 180 minutes per week, not more than 120 minutes on any one day shall be officially scheduled for office hours. No officially scheduled office hour shall be less than 30 minutes.

Due to the special characteristics of those sciences and technologies having laboratory and/or clinical components, faculty members in those disciplines may deviate from the above requirements upon the special approval of their Divisional Dean.

E. Learning Centers

1. It is understood that assignment to the various learning centers shall be part of the normal teaching load.

ARTICLE IX continued:

2. The intent of the parties is that full-time faculty may be assigned to work in the writing, math, and learning centers and that required assignment shall be made only when sufficient volunteers or adjuncts are not available. The college shall make such required assignments in a manner which equitably rotates learning center assignments among all those qualified to teach in the centers.

3. Three teaching load credit hours shall be determined in the following manner: assignment to 200 minutes per week in writing, math, and learning centers shall be equal to 3 teaching load credit hours. A faculty member assigned to one of the learning centers shall be required to hold not less than 120 minutes of office hours per week notwithstanding Article IX, Paragraph D.

4. The college shall determine the operational hours of the writing, math, and learning centers; however, faculty shall have the right to request hours of assignment before adjunct faculty. Hours of assignment shall not be less than 50 minutes in duration nor exceed 200 minutes per week. The college shall make every effort to honor faculty scheduling requests.

5. While that portion of a faculty member's teaching load that is assigned to the learning centers shall not be subject to contractual evaluation, faculty member's performance in the center will be a part of their overall administrative evaluation.

ARTICLE X

FACULTY PRIVILEGES

A. Faculty members shall be afforded the following privileges:

1. The College will designate appropriate parking facilities for the use of faculty. Each faculty member will be assigned to a faculty parking area on other than an individual basis. Such parking assignments shall be made at the discretion of the College administrators, although an effort will be made to take into consideration the proximity to offices and/or classroom assignments.

2. Faculty members shall have the right to utilize the College Library/Learning Resources Center at all times when the College is in session. Upon the request of faculty members, circulating materials previously charged out to them will be renewed as often as necessary for the length of any given semester. Individual faculty members are responsible for returning such materials to the College Library upon the completion of the semester.

3. Whenever an employee has received approval from the Divisional Dean to use his/her own automobile in order to attend an approved College-related function, he/she shall be compensated at the current College per mile rate for the most direct route of such travel. Tolls during such travel shall be reimbursed when supported by receipts.

B. Tuition reimbursement:

The College agrees to reimburse eligible full-time faculty for the tuition cost of graduate academic courses taken at an accredited institution of higher education. Such reimbursement will be limited to six (6) academic credits per year at the maximum in-state per credit tuition rate

ARTICLE X continued:

of Rutgers, the State University. The total reimbursement to faculty for graduate tuition cost may not exceed \$15,000 in each contract year. All applications for graduate tuition reimbursement must be submitted by the faculty member to the Office of the Dean of Academic Services based on the following timetable: October 1 for Fall courses, February 1 for Spring courses, June 1 for Summer courses. Actual reimbursement will only be considered upon receipt by the Office of the Dean of Academic Services of an official transcript or notification indicating satisfactory completion of the course(s) by the course instructor. The deadlines for receipt of transcripts are as follows: March 1 for Fall courses, June 24 for Spring courses, August 31 for Summer courses.

	<u>Fall Courses</u>	<u>Spring Courses</u>	<u>Summer Courses</u>
<u>Application</u>	October 1	February 1	June 1

<u>Transcript</u>	March 1	June 24	August 31

C. Upon approval by the Dean of Academic Services, faculty members and/or their spouses may enroll at the College for credit courses on a tuition free basis for no more than a combined total of 15 credits per fiscal year. Dependent children, age 23 or younger, of faculty members who meet the College's academic standards and who receive the permission of the Dean of Academic Services shall be permitted to enroll on a tuition free basis at the College for a maximum of 30 credits per fiscal year.

Dependent children, age 23 or younger, of faculty members or tenured faculty members who died while employed by the college who meet the college's academic standard, and who receive the permission of the Dean of Academic

ARTICLE X continued:

Services shall be permitted to enroll on a tuition free basis at the college for a maximum of 30 credits per fiscal year for a limit of 3 years.

The above indicated waiver of tuition does not apply to any and all applicable fees.

Tuition will be waived for an employee, spouse, or dependent children who enroll for not more than a total of four Community and Professional Programs courses during each fiscal year provided that: a) There are sufficient paid enrollments to justify offering the course; or b) that the course is not provided by an outside source for which tuition cannot be waived; or c) that the course is conducted on campus. Other fees and charges incidental to the course shall be paid by the registrant.

D. The College presently provides day care services for children of students. If after giving priority to students there remains an ability to accommodate additional children, faculty members together with other employees may enroll their children on a first-come, first-served basis to complete the enrollment capacity of the day care center.

E. Open full-time faculty and administrative positions including chair-person positions will be publicized in the Job Opportunity notice or similar other publication at least five (5) days prior to the position being filled.

F. Faculty shall be able to purchase merchandise, supplies and single copies of books sold at the college bookstore at a 15% discount on all non-sale items, provided a 15% mark-up exists.

G. Sick Leave Payout

1. Subject to the maximum limitations stated in Section G.2 of this Article, a faculty member who elects to retire from the College, who has

ARTICLE X continued:

completed 20 years or more of full-time service to the County College of Morris on or before the date of notification shall be entitled to receive payment of a percentage of his/her unused sick leave based upon the following schedule:

Under Age 55 = 50% of unused sick leave up to a maximum payout of \$2,500.

Age 55 - 64 = 100% of unused sick leave at date of retirement.

Age 65 = 50% of unused sick leave at date of retirement.

Over Age 65 = 100% of unused sick leave up to a maximum of \$2,500.

Age eligibility shall be determined as the faculty member's age on the date of notification.

2. The maximum sick leave payment for faculty who are between the age of 55 and 65 shall in no case exceed the faculty member's contracted annual base salary immediately preceding the date of retirement.

3. A faculty member who has fifteen (15) years of continuous full-time service at the college and whose employment is terminated for a reason other than just cause shall be eligible to receive a payment for fifty percent (50%) of his/her unused sick leave, not to exceed \$2,500. If the faculty member dies while in college service, the estate of the faculty member shall be eligible to receive the sick leave payment specified in this paragraph.

4. For purposes of computing sick leave payout for retiring faculty with twenty (20) or more continuous full-time years of service, or a faculty member whose employment is terminated after fifteen (15) years of continuous full-time service for a reason other than just cause, the college will utilize the hourly rate computed from the faculty member's contracted annual salary immediately preceding retirement or termination.

ARTICLE X continued:

5. Faculty members must notify the College of their intention to retire at least three months in advance of the effective date of retirement. For the purposes of this article, retirement may take effect on the last day of either the fall or spring academic semesters. Payment of unused sick leave shall be made on or before July 1 following the date of retirement. Failure to provide proper notice will result in a delay of payment for any unused sick leave equal to the time that the notice was late.

ARTICLE XI

SPECIAL PURPOSES LEAVE

Special purpose leaves of absence without compensation or fringe benefits may be granted by the President of the College upon application of a faculty member after favorable recommendation of such leave by the department chairperson, Divisional Dean and the Vice President of Academic Affairs. It is intended that not more than five (5) faculty members will be granted special purpose leaves during one (1) academic year. Application for special purpose leave of absence must be submitted to the President of the College at least three (3) months prior to the requested commencement date of the leave. The application for special purpose leave of absence must meet the eligibility requirements and criteria set forth in this Article. Final determination of whether or not the request shall be granted shall rest solely in the discretion of the President, and his/her decision shall not be grievable.

A. Eligibility Requirements

Faculty members who have completed six (6) consecutive years of service to the College shall be eligible for special purpose leave not to exceed two consecutive semesters in duration. Faculty members who have completed two (2) consecutive years of service to the College shall be eligible for special purpose leave which does not exceed one (1) semester in duration.

B. Criteria

Those faculty members who have completed six (6) years of service to the College may request special purpose leaves for the following purposes:

1. Acceptance of invitational self-terminating assignments offered by governmental agencies or non-profit foundations seeking faculty member's special expertise.

ARTICLE XI continued:

2. Completion of a graduate program of advanced study leading to a degree relevant to such faculty member's teaching field.

3. Services as a full-time officer or full-time staff member of a non-profit professional organization involved in the furtherance of scientific research or educational projects.

4. Employment by a profit-making organization.

Those faculty members who have completed two (2) consecutive years of service may request special purpose leave for the purpose of either completing a graduate program of advanced study leading to a degree relevant to such faculty member's teaching field, or to take graduate level instruction at an accredited institution of higher education, in order to acquire new methodology essential to the specific academic disciplines of such individual, provided that the duration of leave for advanced study does not exceed one academic semester. A one semester special purpose leave at the discretion of the Board of Trustees may be extended up to the end of the next consecutive academic semester, providing written request for such extension is submitted to the President of the College not later than 45 days prior to the date fixed by the County College of Morris for commencement of the next consecutive academic semester.

C. General Requirements

No such application shall be approved unless the President is satisfied that the absence of such faculty member will not be detrimental to curricula or on-going programs of the College, and unless the President is satisfied that as a result of such leave benefit will accrue to the College.

ARTICLE XI continued:

D. Intent to Return

A faculty member applying for such leave shall signify in writing to the Vice President of Academic Affairs his/her intent to return to full-time employment upon expiration of the leave.

E. Reemployment

A faculty member on special purpose leave shall not be entitled to receive compensation or other benefits during the leave, including but not necessarily limited to seniority, longevity, salary, pension or health benefits. Upon expiration of such leave the faculty member shall be entitled to employment in the same position and at the same salary held at the commencement of the leave, providing the position has not been abolished in accordance with law.

ARTICLE XII

LEAVES OF ABSENCE

A. Maternity Leave

1. A pregnant faculty member may apply for a leave of absence without pay or fringe benefits except as hereinafter specified. A request for maternity leave shall be made in writing to the Vice President of Academic Affairs at least sixty (60) days prior to the day the leave is to become effective, unless the attending physician specifies the medical necessity for such leave to commence on shorter notice. Faculty members on maternity leave during the period of actual physical disability due to pregnancy shall be eligible to receive all benefits associated with temporary disability on the same basis as such eligibility is determined due to any other disability. Retirement and medical benefits shall be granted during the period of maternity leave in conformity with the laws, rules and regulations established by appropriate state departments. Time spent on maternity leave after the expiration of the semester in which such leave commences shall not be counted as regular service for promotion, salary adjustment, or seniority.

2. A faculty member returning from maternity leave shall be required to give sixty (60) days written notice to the Vice President of Academic Affairs of the desired date for return to employment. Return to employment at a time other than the beginning of a new semester shall be at the discretion of the College. The College administration will place the faculty member, upon her return, in the same position and salary she vacated at the commencement of the leave providing her position has not been abolished in accordance with law.

ARTICLE XII continued:

3. A statement from the faculty member's physician certifying that the faculty member is physically able to return to duty shall be furnished to the College before return from maternity leave is permitted.

4. Maternity leave for tenured faculty members may extend up to one (1) year. Maternity leave for non-tenured faculty members shall not extend beyond June 30th of the current academic year in which such leave commences. Failure of a non-tenured faculty member to deliver written notice of intention to return to employment by June 30th of the academic year in which the leave commenced shall, at the option of the College, constitute a notice of resignation.

B. Bereavement

Faculty members shall be entitled to up to five (5) days leave with pay for observance of the death of spouse, father, mother, child, sibling, grandparents, or parents of a spouse. Relationships of stepchildren and adopted children shall be considered the same as naturally-born. Faculty members shall give reasonable and prompt notice to their department chairperson and upon returning from bereavement leave shall confirm in writing to the department chairperson the purpose of the leave and the relationship of the decedent. Unused bereavement leave shall not be accumulated after the expiration of the contract term for the following academic year, nor shall such unused leave be compensated upon termination of employment or retirement.

C. Jury Duty

When a faculty member receives a subpoena for jury duty, he/she shall be given a leave for the term of such jury duty providing notice of

ARTICLE XII continued:

jury duty is presented to his/her department chairperson immediately upon receipt of same. The faculty member on jury duty is expected to report to work whenever not actively serving as juror, providing such duty has been excused by the judge or other duly-authorized court official. While serving on jury duty, the faculty member shall be paid the difference between regular salary, computed on a daily basis, and the daily jury fee paid by the court. A certification of the number of days actually spent by the faculty member on jury duty service must be obtained from the appropriate court official and must be submitted to the Vice President for Business and Finance. However, the College will not compensate faculty members who are absent from employment whether voluntary or under subpoena to participate as a litigant or witness in any proceedings, judicial or otherwise, in which the faculty member or association is an interested party, or the College or any of its employees is a litigant. The faculty member will suffer no loss of compensation when testifying under subpoena issued by the College or under subpoena of a third party who has made a claim against the College or its personnel, providing such third party is not an employee of the College.

D. Government Service Leave

Any tenured full-time faculty member elected to hold office in county, state or federal government shall be entitled to a leave of absence without pay for the first term of such elective county, state or federal office. Time spent on such government service leave shall not be counted as regular service for purpose of promotion, salary adjustment, seniority in faculty affairs, retirement, or other ancillary benefits.

ARTICLE XII continued:

E. Personal Leave

During the first academic year of employment, each faculty member shall be entitled to up to two (2) days per contract year with full pay to take care of personal or family emergencies or responsibilities or to observe religious holidays. Commencing with the second academic year of employment each faculty member shall be entitled to up to five (5) days leave per contract year with full pay to take care of personal or family emergencies or responsibilities or to observe religious holidays. A faculty member planning to use a personal leave day shall (whenever possible) submit five (5) days in advance of the requested leave, a written request to the Dean of Academic Services setting forth the reason for such leave, and further advising of the arrangements the faculty member has been able to make with his/her colleagues for coverage of his/her employment duties during such absence. An informational copy of the written request is to be forwarded by the faculty member to the Department Chairperson. Approval of personal leave requests should be obtained in advance from the Dean of Academic Services who will give such approval in writing, and whenever possible deliver such written approval in advance of the leave. Personal leave is not intended to be used to extend other types of leaves provided in this Article, such as sickness, injury, or bereavement leaves. While the College may permit such extensions, denials by the Dean of Academic Services to add personal leaves to extend other types of leaves shall not be grievable.

F. Military Leave

A faculty member inducted into the armed forces during the period of this Agreement shall have the right to reinstatement to his/her former

ARTICLE XII continued:

position at the termination of such military service, providing that within ninety (90) days of receiving a discharge, other than dishonorable discharge, from such armed forces, the faculty member applies to the College for reinstatement. Time spent during such inducted military service shall be treated as a leave of absence during which the faculty member shall not be entitled to any form of compensation. The faculty member returning from such military leave shall receive the salary which would have been achieved had it not been for the absence on military leave. Such returning faculty member shall be afforded all other rights provided by applicable statutes, including N.J.S.A. 18A:6-33. The College, for a period of no more than fifteen (15) days, will pay to a faculty member on active duty in the National Guard or the U.S. Armed Forces reserve, the difference between the compensation received from the National Guard or the U.S. Armed Forces reserve and such faculty member's regular salary, provided that the National Guard or the U.S. Armed Forces reserve requires such faculty member to be on duty on dates other than the months of July and August. No compensation will be paid by the College for service of faculty members in the National Guard or the U.S. Armed Forces reserve during the months of July and August.

G. Sick Leave

Each faculty member shall be entitled to a maximum of ten (10) sick days during the work year. In the event a faculty member is absent for three (3) or more consecutive working days, the College may require such faculty member to produce a doctor's certification of illness or injury. During such permitted sick leave the faculty member shall receive full salary.

ARTICLE XII continued:

The faculty member shall be responsible to give prompt notice to his/her department chairperson of sick leave absences, giving the reason and probable duration of such sick leave.

H. Sabbatical Leaves

1. Purpose and Use of Sabbatical Leaves

Sabbatical leaves are awarded by the Board of Trustees to selected members of the full-time teaching faculty to foster their creative activities related to their teaching disciplines, which will increase their professional effectiveness and usefulness to the College. Acceptable pursuits include graduate studies, research, or writing in completion of a degree, scholarly research, and/or writing for publication, advanced study, or other intellectual activities or travel clearly relevant to and designed to enhance the recipients's value to the College. Sabbatical recipients who engage in any remunerative employment while on leave shall report to the Dean of Academic Services the nature of such employment. Employment which does not satisfy the guidelines established in the N.J. Administrative Code, Sections 9:2-10.1 to 9:2-10.2 shall be prohibited.

2. Eligibility

Eligibility is limited to faculty members who have completed six (6) consecutive years of full-time active service with the College, and who have not been granted sabbatical leaves by the College during the preceding six (6) years. Having satisfied these criteria, eligibility is further limited to otherwise eligible faculty members who have demonstrated a high degree of performance and promise in their work and who have otherwise served the College in exemplary fashion.

3. Period and Salary

Sabbatical leaves are awarded for either one or both semesters of a given academic year. Applicants are required to request one or the other at the

ARTICLE XII continued:

time of application. The College will consider the needs and wishes of the applicant with respect to the timing of the leave but reserves the right to adjust or defer the leave in accordance with the need of the College for the applicant's services. Salary paid the recipient by the College during the sabbatical leave shall be one-half of the recipient's annual contract salary for a two-semester leave, or one-half the annual contract salary for a one-semester leave. Salary payments will be made biweekly during the leave.

4. Faculty Sabbatical Leave Committee

Six (6) members of the tenured faculty, representing broadly the academic disciplines within the College, shall be appointed annually by the President of the College as the Faculty Sabbatical Leave Committee. Such committee shall evaluate all applications from full-time faculty members (excluding chairpersons) and shall interview such applicants. The Faculty Sabbatical Leave Committee shall make a determination to recommend or not recommend each application filed with it. The Faculty Sabbatical Leave Committee shall forward to the Vice President of Academic Affairs all sabbatical leave proposals which the committee endorses and recommends, ranking such proposals in order of priority, together with the rationale in writing for the committee's acceptance of each proposal. The Committee shall forward all proposals recommended by it whether or not the total recommended is more or less than the limitations set forth in subparagraph 9.

5. Application and Submission of Plans

Applications from faculty members for sabbatical leave shall be submitted to the Faculty Sabbatical Leave Committee, with copies to the faculty member's department chairperson, no later than November 15th of the year pre-

ARTICLE XII continued:

ceding the academic year in which the leave is desired. Applications shall contain a detailed prospectus of the intended activity, including purpose, objectives and plans, and shall explicitly describe how the proposed activity will increase the recipient's value to the College.

6. Review and Award

The Vice President of Academic Affairs shall appropriately review and evaluate the sabbatical leaves recommended by the Faculty Sabbatical Leave Committee and simultaneously forward his/her evaluation and recommendations to the President of the College, and the Faculty Sabbatical Leave Committee, and shall forward to each applicant recommended by the Faculty Sabbatical Leave Committee, the evaluation of that applicant's proposal, indicating any deficiencies and reasons for rejection. The President shall defer review and decision on faculty sabbatical proposals for thirty (30) calendar days from receipt of the recommendations of the Vice President of Academic Affairs. Each applicant recommended by the committee shall have the right to submit a revised or supplemented prospectus to the President of the College within thirty (30) calendar days from the Committee's receipt of the recommendations of the Vice President of Academic Affairs. Any such revised or supplemented prospectus submitted within such thirty (30) day period shall be considered by the President, but the President shall retain the discretion to recommend or reject any sabbatical leave proposal. Those sabbatical leave proposals approved by the President shall be submitted to the Board of Trustees for its consideration and award of sabbatical leaves. The President of the College will advise the Committee and the Association in writing of the reasons for rejecting any recommendations of the Committee.

ARTICLE XII continued:

7. Obligation to Return and Report

Recipients of sabbatical leaves shall, upon acceptance of a sabbatical leave award, signify their obligation to remain in the service of the College for a period of not less than two (2) consecutive years following expiration of the leave. Recipients of sabbatical leaves shall, immediately upon their return to the College, submit to the Board of Trustees and the Vice President of Academic Affairs copies of comprehensive written report of the activities and accomplishments of the leave and its value to the College, such report to be of publication quality.

8. Conditions of Sabbatical Leave Awards

(a) It is clearly the intent of the Board of Trustees to make sabbatical leave awards, within the limitations of funds available, to those applicants whose past performance, promise, and plans for leave are demonstrably superlative and whose absence would not impair or impede the effectiveness of their department during the time of the leave.

(b) The period of sabbatical leave shall be credited as regular full-time service for retirement purposes, the granting of salary adjustment and other benefits as though the recipient were in regular employment.

(c) The Board of Trustees may, upon special recommendation of the President of the College and the Faculty Sabbatical Leave Committee, consider an applicant for sabbatical leave who has completed less than six (6) years of continuous full-time service.

ARTICLE XII continued:

(d) The Board of Trustees may approve exceptions to the rule of "no remunerative employment" where unusual circumstances prevail, such exceptions to be individually determined and non-precedent setting.

9. Funding

The Board will fully fund four sabbatical leaves each contract year.

ARTICLE XIII
REDUCTION IN FORCE

In the event of reduction in force the College and the Association agree
the provisions of NJAC 9:4-5.1 - 5.11 will apply.

accordance with the established procedures. The College shall bear the full

cost of premiums for the plan for the employee and his/her dependents.

B. Pension

All employees must enroll in the Alternate Benefit Plan or other

state administered pension system in accordance with the established pro

cedures of the System.

C. Dental Plan

The College shall bear the cost of the premium of a dental plan for

each full-time employee for fiscal year 1990-91 and

for fiscal year 1991-92.

ARTICLE XIV

HEALTH AND PENSION

A. Health

Eligible employees may enroll in the State Health Benefit Plan in accordance with the established procedures. The College shall bear the full cost of premiums for the Plan for the employee and his/her dependents.

B. Pension

All employees must enroll in the Alternate Benefit Plan or other state administered pension system in accordance with the established procedures of the System.

C. Dental Plan

The College shall bear the cost of the premium of a dental plan for each unit member up to \$20 per month per employee for fiscal year 1990-91 and up to \$25 per month per employee for fiscal year 1991-92.

ARTICLE XV

SALARY

A. Salary Increase

1. The following adjustments or increase can be added to a faculty member's base salary and therefore increase the faculty member's base salary.

a. Salary Increase (Adjustment) - Section A.2 or A.3 of this

Article:

b. Service Bonus Adjustment - Section A.4 of this Article:

c. Adjustment for Promotion in Rank - Section G. of this

Article:

d. Adjustment for Doctorate Degree - Section H. of this Article:

e. Recognition for Professional Development - Article I. of this

Article:

Should the application of any of these adjustments or increases cause the faculty member's base salary to exceed the applicable maximum salary range, as indicated in Exhibit D of this agreement, then such faculty member's base salary shall only be increased to the maximum of the applicable salary range.

2. Effective August 30, 1990, the base salary of each unit member who was employed full-time by the College for one semester or more during the preceding academic year, shall be increased by 2.5% plus \$1,050.

3. Effective August 29, 1991, the base salary for each unit member who was employed full-time by the College for one semester or more during the preceding academic year, shall be increased by 2.5% plus \$1,100.

4. For each year of this contract faculty members will have added to their base salary the following specified amount based upon their completed years of full-time service to the College:

ARTICLE XV continued

<u>Years of Service</u>	<u>Amount</u>
0 through the end of 5th year	\$ -0-
6th through the end of the 10th year	\$ 250
11th through the end of the 15th year	\$ 500
16th through the end of the 20th year	\$ 750
21st year and above	\$1,000

5. In each of the two academic years of this agreement, in no instance shall an individual faculty member's cumulative annual base salary adjustment or increases, as identified in Section A.1 of this Article, be less than two thousand dollars (\$2,000). If the cumulative annual adjustments for a faculty member is less than two thousand dollars (\$2,000), that faculty member shall receive an additional adjustment which will make the annual cumulative adjustment equal to two thousand dollars.

6. Salary ranges for each contract year are set forth in Exhibit D.

B. Payment of Salary

Salary for the contract term shall be paid to each faculty member biweekly during the academic term. Salary payments shall not be advanced. Those on leave shall be paid upon return to employment. Pay checks will be distributed via each faculty member's chairperson. The Board reserves the right to determine the form of checks, accounting procedures, and whether to issue same manually or by computer or have such services performed by outside contractors. The College shall incur no liability to any faculty member for the delay in the distribution of salary checks due to causes beyond the control of the College.

ARTICLE XV continued:

C. Legal Limitations or Impositions

This Agreement and specifically the wages provided for in this Article are subject to present and future limitations, freezes, stabilization, or other statutes, executive orders, or administrative regulations which federal or state law or authorities may enact. To the extent that any provision of this Agreement or the wages provided for herein exceed that permissible by any federal or state law, executive order or administrative regulation, such provision or excess wage shall be deemed invalid except to the extent permitted. Such invalidity shall not nullify this Agreement which in all other respects shall continue in full force and effect.

D. Withholding Salary Adjustment

Upon recommendation of the President of the College, the Board of Trustees reserves the right to withhold any portion of the salary adjustment for inefficiency and for other good cause.

E. Initial Salary

The College in its discretion shall determine the initial salary within the ranges established in Exhibit D. Placement of lecturers and instructional assistants will be in accordance with the following guidelines:

1. Lecturer: The classification of Lecturer is intended to accommodate special situations whereby benefit may accrue to the College and its educational program. The qualifications for the rank of Lecturer include the capacity to make a special contribution in a literary, scientific or technological field which is not within the scope of recognized graduate study. Lecturers shall be appointed at an annual salary within the ranges of the established salary ranges and shall be eligible to receive the salary adjustments resulting from modifications of this agreement.

ARTICLE XV continued:

2. Instructional Assistant: The Instructional Assistant is hired to provide assistance in teaching, laboratory, and clinical areas. The Instructional Assistant acts under the supervision of the department chairperson and will not perform the duties of the full-time faculty. The associate degree is the minimum qualification. Instructional Assistants shall be appointed at an annual salary not to exceed \$15,000. This proviso shall be in effect for the life of this contract. Instructional Assistants shall receive the salary adjustments which result from changes to this agreement if reappointed for a subsequent academic year.

F. Salary Adjustment

The salary adjustment for full-time faculty is effective for 1990 as of August 30 and for 1991 is effective as of August 29. For faculty members hired after these indicated dates, the salary adjustment shall be credited for one semester or more experience.

Less than one semester's experience shall not be credited.

G. Adjustment for Promotion in Rank

A faculty member granted a promotion in rank will receive the following additional salary adjustment effective with the starting dates of the year in which the promotion is granted:

	<u>1990/91 - 1991/92</u>
Instructor to Assistant Professor	0
Assistant to Associate Professor	\$800
Associate Professor to Professor	\$800

ARTICLE XV continued:

H. Adjustment for Doctorate Degrees

All faculty who have either the Doctorate Degree or its equivalence, as specified under Section I of this article, shall be annually granted a \$225 adjustment to their base salary in each year of this agreement.

I. Recognition for Professional Development

Faculty members who wish to be considered for recognition of graduate study must submit to the Vice President of Academic Affairs evidence of eligibility 20 days in advance of the beginning of the semester. For purposes of determining eligibility only those credits earned in a formal graduate program at an accredited institution of higher education and related to his/her teaching responsibilities will be considered in computing equivalent degrees:

1. Forty-two (42) graduate credits beyond the earned Masters Degree, relevant to academic responsibilities, shall be equivalent to a Doctorate.
2. A law degree, a professional engineer's license with a bachelor's degree, or a Master of Fine Arts degree shall be equivalent to a Doctorate.

Upon completion of the Doctorate Degree or the equivalent, a faculty member will have \$800 added to his/her salary effective the semester for which evidence of eligibility was provided in accordance with the above. In each subsequent year of this contract such faculty member will receive an additional \$225 base salary adjustment.

ARTICLE XVI

NEGOTIATIONS

The Board and the Association will agree to commence negotiations over a successor agreement in accordance with the rules and regulations of PERC. Any agreement so negotiated will be reduced to writing and signed by the parties. The parties will attempt to schedule such negotiations so as not to interfere with the employment responsibilities which the negotiating representatives have to the College. Neither the Board nor the Association shall have or exercise control over the selection of the negotiating representatives of the other party. Any administrator, chairperson or supervisor who evaluates or supervises faculty members in the collective bargaining unit shall not serve as a negotiating representative of the unit governed by this Agreement. The representatives shall have all necessary authority to make proposals and counter-proposals during negotiations, subject to ultimate ratification by the Board and Association. It is recognized that no final agreement may be executed or become binding without ratification by the Board and the Association.

ARTICLE XVII

AMENDMENT OF AGREEMENT

By mutual consent only, the parties may enter into negotiations during the term of this Agreement for the purpose of amending same. This Agreement shall not be modified in whole or in part except by mutual agreement of the parties. Mutually acceptable amendments shall be reduced to writing and submitted for ratification by the Board of Trustees and the Association.

ARTICLE XVIII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIX

ACADEMIC FREEDOM

A. It is the policy of the College to maintain and encourage, within the law, freedom of inquiry, teaching, publishing and research. The exercise of this freedom extends to the faculty member's classroom discussion of the course and inquiries which relate thereto. A faculty member may not claim as his/her right the privilege of discussing in the classroom controversial matters which have no relationship to the course subject.

B. Faculty members acting as advisors to student organizations or participating in College-sponsored lecture programs or symposia are assured the same academic freedom which they enjoy in the classroom.

C. In the role of citizen, a faculty member has the same freedom as other citizens. However, in making extramural remarks, a faculty member has the obligation to indicate that he/she is not a spokesman for the College.

ARTICLE XX

BOARD RIGHTS AND RESPONSIBILITIES

A. The Board of Trustees hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement or which may hereafter be conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the rights, responsibilities and authority of the Board under National, State, County or Local laws.

D. The College shall be responsible for acquainting its administrative staff with the provisions of this agreement.

ARTICLE XXI

NON-DISCRIMINATION

A. Pursuant to the New Jersey Employer-Employee Relations Act, the Board and the Association hereby agree that every employee of the Board covered by this Agreement shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations, or to refrain from doing so. The Board and the Association agree that they shall not directly or indirectly discourage or deprive or coerce any employee covered under this Agreement in the enjoyment of any rights conferred by the New Jersey Employer-Employee Relations Act, and that they shall not discriminate against any such employee by reason of his/her membership or non-membership in the Association, or his/her participation or non-participation in any activities of the Association.

B. Neither the Board nor the Association shall discriminate against any employee because of race, creed, color, age, sex or national origin, or marital status.

ARTICLE XXII

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues for the term of this Agreement. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXIII

DEDUCTIONS FROM SALARY

A. The College agrees to deduct from the salaries of its employees dues which said employees individually and voluntarily authorize the College to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9e. Said monies, together with records of any collections, shall be transmitted to the Treasurer of the Association. Employee authorizations shall be in writing and such authorizations shall continue in accordance with law until a notice of withdrawal is filed by the employee.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the College written notice sixty (60) days prior to the effective date of such change. It is understood that the only obligation of the College shall be to remit to the Association the total deductions.

C. The Association will provide the initial necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the President, or his/her designee. Upon the College compliance with the provisions of Chapter 233, the Association shall indemnify, defend and save the College harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the College in reliance upon salary deduction authorization cards submitted by the Association to the College.

ARTICLE XXIV

COPYRIGHT

A. Introduction

This Article determines ownership rights in original works of authorship (hereafter collectively called works) by members of the Faculty governed by this Agreement.

"Original works of authorship" includes, but is not limited to:

1. Any written works, including books, journal articles, texts, glossaries, bibliographies, study guides, course descriptions, laboratory manuals, syllabi, tests, test answers, and proposals.
2. Lectures, musical or dramatic compositions, and unpublished scripts.
3. Films, filmstrips, charts, transparencies, and other visual aids.
4. Video and audio tapes and cassettes.
5. Live video and audio tapes and cassettes.
6. Programmed instruction materials.
7. Computer programs.
8. Pantomimes and choreographic works.
9. Pictorial, graphic, and sculptural works.
10. Sound recordings.

B. Determination of Rights

1. Institutional Ownership: If a faculty member produces materials in the performance of assigned duties, then the College shall own such materials and income derived from them shall belong to the College. "Materials" include, but are not limited to, such things as tests, test answers, syllabi, course descriptions, laboratory manuals, and study guides, required for the instructional program.

ARTICLE XXIV Continued

2. Joint Ownership: If the College funds creation of a work by means of released time, or through the assistance of other employees, or with equipment to which the faculty member would not normally have unrestricted access, then the College shall have joint ownership with the faculty member. Joint ownership shall entitle the College to license and to sell such works and to share equally any royalties, commissions, profits or proceeds which the College has received from the licensing or sale of the work. The College will supply the faculty member with an annual accounting of such proceeds, and will disburse half of such proceeds to the faculty member by July first of each year. Joint ownership provided by this Article shall be perpetual.
3. Individual Ownership: In all cases other than those covered by paragraphs (1) and (2) above, ownership rights shall reside with the Faculty member alone.

ARTICLE XXV

DURATION OF AGREEMENT

This agreement shall be effective from August 30, 1990, and shall remain in full force and effect through August 27, 1992.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper officers on the date first above written:

COUNTY COLLEGE OF MORRIS

By *Craig P. Head*
Chairman
Board of Trustees

FACULTY ASSOCIATION OF THE
COUNTY COLLEGE OF MORRIS, INC.
(affiliated with the N. J. Education Assoc.)

By *Margaret Shoenfelt*
President

CA
10/23



EXHIBIT A

In the Matter of
 County College of Morris
 Public Employer
 and
 Faculty Association of County College of Morris
 Petitioner

RECEIVED
 OCT 1 1974
 PRESIDENT'S OFFICE

DOCKET NO. PO-857

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the undersigned Executive Director in accordance with the Act and Chapter II of the Commission's Rules and Regulations and Statement of Procedure; and it appearing from the Tally of Ballots that an exclusive representative for collective negotiations has been selected; and no valid objections having been filed to the Tally of Ballots furnished to the parties, or to the conduct of the election, within the time provided therefor:

Pursuant to authority vested in the undersigned, IT IS HEREBY CERTIFIED that Faculty Association of County College of Morris

has been designated and selected by a majority of those casting valid ballots in the unit described below, as their representative for the purposes of collective negotiations, and that pursuant to the New Jersey Employer-Employee Relation Act of 1968, the said organization is the exclusive representative of all the employees in such unit for the purposes of collective negotiations with respect to terms and conditions of employment.

UNIT Included: All full-time teaching faculty and full-time instructional assistants employed by the County College of Morris but excluding the College President, Deans, Associate Deans, Asst. Deans, managerial executives, adjunct faculty, Librarians, the Director of Library Services, Supervisors of Technical Services and Readers Services, Instruction Media Center Supervisor, Reference Librarians, Graphic Artist, Catalog Librarian, Librarian Assts., Audio-Visual Producer, T.V. Producer, Technicians, Equipment Coordinators, Department and Division Chairpersons, Asst. Chairpersons, Counsellors, Counsellor Evaluators, clerical, confidential, maintenance, security and cafeteria personnel, and all personnel with supervisory or administrative authority.

Jeffrey B. Teran
 Jeffrey B. Teran
 Executive Director

DATE: October , 1974
 Trenton, New Jersey

JBT:prw

Attachment.

In the Matter of

County College of Morris

and

Faculty Association of
County College of Morris

Docket No. RO-857

Service on the following:

Jacob Weingarten, Esquire
Vogel, Chait & Wacks, Esqs.
Maple Avenue at Miller Road
Morristown, New Jersey 07960
(Certified-1)

Eileen Cornell, Esquire
159 Speckwell Avenue
Morristown, New Jersey 07960
(Certified-2)

George Blessing, Personnel Director
County College of Morris
Route 10 & Centergrove Road
Dover, New Jersey

Mr. John Keeler
C.C.M. Faculty Association
Box 352
Highland Lakes, New Jersey 07422

EXHIBIT B

STATEMENT OF GRIEVANCE OR APPEAL

(Attach supplemental pages as necessary)

TYPE OF GRIEVANCE (must be specified): Contractual _____
Non Contractual _____
Statutory-Regulatory _____

DATE MOVED: Step I _____ Step II _____

1. Statement of facts out of which grievance arises: _____

2. Identification of the grievant(s):
Individual: _____
Group: _____

3. Applicable provisions of agreement (if any) _____

4. Identification of witnesses to be called:

<u>Name of Witness</u>	<u>Relevance</u>
_____	_____
_____	_____

5. Relief requested: _____

6. Summary of previous decisions:

Step I relief: _____

Rationale: _____

Step II relief: _____

Rationale: _____

County College of Morris — STUDENT OPINION REPORT

Please answer all questions.

Course Title: _____ Section # _____

Instructor: _____ Semester: 19 _____

Student's Academic Major: _____ Anticipated Grade: _____

A. Why did you take this course? Req'd. Elect.

B. What is your estimate of the instructor including strong and weak points?

C. What did you like about the course? What did you dislike and do you have suggestions for improvements?

Please circle the number which most accurately expresses your opinion.

PART I - INSTRUCTOR

1. How did the instructor utilize class time to develop the subject matter?

5	4	3	2	1
Extremely good utilization of time.	Usually used time well.	Average use of time.	Occasionally wasted time.	Inefficient use of time.

2. How well prepared was the instructor?

5	4	3	2	1
Well prepared.	Prepared.	Usually prepared.	Usually unprepared.	Rarely prepared.

3. The overall presentation of the material by the instructor was:

5	4	3	2	1
Extremely clear.	Clear.	Usually clear.	Usually unclear.	Extremely unclear.

4. Does the instructor encourage students to think, ask questions and participate?

5	4	3	2	1
Almost always.	Often.	Usually.	Occasionally.	Rarely.

5. How willing was the instructor to permit students to express their ideas?

5	4	3	2	1
Almost always.	Often.	Usually.	Occasionally.	Rarely.

6. Was the instructor willing to provide consultation?

5	4	3	2	1
Almost always.	Often.	Usually.	Occasionally.	Rarely.

7. How was the instructor's speech and enunciation?

5	4	3	2	1
Very clear and distinct.	Usually clear and distinct.	Average.	Sometimes indistinct.	Often indistinct.

8. The instructor's approach to this subject was:

5	4	3	2	1
Very interesting.	Interesting.	Average in interest.	Less than average in interest.	Not interesting.

9. My interest in the subject area has been stimulated by this course.

5	4	3	2	1
Greatly.	Somewhat.	Average.	Not much.	Not at all.

10. How well was this course organized by the instructor?

5	4	3	2	1
Exceptionally well organized.	Above average organization.	Average organization.	Below average organization.	Exceptionally disorganized.

PART II - GENERAL

11. The grading system utilized in this course was:

5	4	3	2	1
Extremely fair.	Usually fair.	Average.	Usually unfair.	Extremely unfair.

12. I would rate the course materials as:

	5	4	3	2	1
	Excellent	Above Average	Average	Below Average	Poor
A. Text					
B. Tests					
C. Supplementary reading (where applicable)					
D. Laboratory and projects (where applicable)					

13. I would describe the general attitude of my fellow class members as:

5	4	3	2	1
Extremely attentive.	Usually attentive.	Somewhat attentive.	Hardly ever attentive.	Extremely inattentive.

14. Approximately how many hours did you devote to this course per week outside of class?

5	4	3	2	1
5 hours or more	4 hours.	3 hours.	2 hours.	1 hour or less.

15. General estimate of the course:

5	4	3	2	1
Excellent.	Above average.	Average.	Below average.	Poor

16. What is your opinion of this questionnaire? Do you have any suggestions?

EXHIBIT D

FACULTY SALARY RANGES 1990-91

	<u>Minimum</u>	<u>Maximum</u>
Instructor	\$22,000	\$35,000
Assistant Professor	\$25,000	\$48,000
Associate Professor	\$29,000	\$58,000
Professor	\$35,000	\$61,000

FACULTY SALARY RANGES 1991-92

	<u>Minimum</u>	<u>Maximum</u>
Instructor	\$25,000	\$38,500
Assistant Professor	\$28,000	\$51,500
Associate Professor	\$32,000	\$61,500
Professor	\$38,000	\$64,500

OVERLOAD RATE

	<u>1990-91</u>	<u>1991-92</u>
Instructor	\$330	\$370
Assistant Professor	\$350	\$370
Associate Professor	\$370	\$380
Professor	\$390	\$390

LETTER OF INTENT

1. It is understood and agreed that faculty members are expected to continue to fulfill their academic and professional responsibilities to the students, the College and the Community.
2. To the extent possible, the College will make every reasonable effort to continue to provide faculty members with one (1) day per week for necessary academic preparation, grading, research and other activities related to fulfillment of their academic and professional responsibilities.
3. The College agrees to continue its present policy as regards to payment of extra compensation for classes in excess of forty (40) students.
4. The College shall provide new employees with a copy of this agreement at the time of employment.
5. The eligibility standards and criteria set forth in Article VI shall govern promotion requests for all members of the full-time faculty.
6. The office of the Faculty Association will be located in the Academic Science Building B, Room 212, during the life of this agreement.
7. To the extent possible no full-time faculty member who is assigned by the College to teach an evening course will be scheduled for a course the following day during the first teaching period (8 a.m.-9:15 a.m.).
8. Winterim is defined as that period in the academic calendar between the end of the Fall Semester and the beginning of the Spring Semester. The College reserves the right to schedule during that period of time academic courses designed to accommodate special needs. Normally, the faculty teaching load during the Winterim period will be considered as

LETTER OF INTENT continued:

voluntary overload; however, the College maintains the right to assign faculty to these courses when necessary.

9. There shall be a joint committee of no more than two (2) members from the Association and two (2) from the College. This committee shall meet when appropriate for the purpose of reviewing mutual problems; questions arising concerning contract provisions; and personnel problems. Meetings shall be called by mutual agreement. This committee shall have no power to alter, modify, or amend the provisions of this Agreement, nor shall this statement be deemed to be an authorization to conduct negotiations during the course of this Agreement or a waiver of any other rights of the parties pursuant to this Agreement.
10. It is the intent of the College to consider courses offered to students via television (Telecourses) the same as other courses it sponsors regarding the terms and conditions of employment for full-time faculty.
11. It is recognized that there exists a need to develop instructional alternatives at off-campus centers and outside Morris County. The Association further recognizes the need for the college to assign faculty to such courses. The college agrees to seek volunteers from the faculty to teach such courses whenever possible. For assignment to off-campus centers the college will reimburse faculty for the mileage difference between Randolph campus and the off-campus location. The college further agrees that course content, integrity, credit load, and office hours shall be the same as courses taught on the main campus.
12. During the term of this agreement, normal teaching load, Article IX, paragraph A, is further modified to permit assignment to CPP courses; however, such assignments will only be made by the College to satisfy teaching load requirements.

LETTER OF INTENT continued:

13. During the course of this agreement, the college policy regarding release time for scholarly activities as set forth in memorandum from the Vice President of Academic Affairs to faculty, dated October 2, 1987 shall remain in effect.